

## South Carolina Department of Education Program Agreement

National School Lunch\_\_\_\_\_

School Breakfast\_\_\_\_\_

Afterschool Snack\_\_\_\_\_

(Indicate programs intended for operation above.)

In order to effectuate the purpose of the National School Lunch Act (42 U.S. C.-1751-1960) and the Regulations for the National School Lunch Program issued thereunder including the Afterschool Snack Program (Child Nutrition Reauthorization Act of 1998), and the Child Nutrition Act of 1966 and the Regulations governing the School Breakfast Program issued thereunder, the South Carolina Department of Education, hereinafter referred to as the "Department," and school district, private or parochial school, or residential child care institution \_\_\_\_\_ of \_\_\_\_\_ County, whose address is \_\_\_\_\_, City of \_\_\_\_\_, State of South Carolina, hereinafter referred to as "School Food Authority", covenant and agree as follows:

### The Department Agrees That:

To the extent of funds available; the Department shall reimburse the School Food Authority in connection with the cost of providing lunches, breakfasts, and snacks in the schools and/or sites listed on the Application for Participation in the fiscal year during which the Application is current and this permanent Agreement is in effect.

### The School Food Authority Agrees That:

It will supervise National School Lunch, Breakfast, and Afterschool Snack operations in the schools and/or sites listed on the Application for Participation and will require each school or site to:

1. Keep, or cause to be kept, up-to-date, accurate, and full records of all operations under these Program(s) as prescribed by the Department, and the copies of all records will be kept by the school or site and will be available for inspection by properly authorized persons at any reasonable hour of the day. Records will be maintained for a period of three years after the end of the fiscal year to which they pertain or until resolution if audit findings are not resolved.
2. Supply lunches, breakfasts, and snacks free or at a reduced price to children who are determined by the local school food authorities to be unable to pay the full price. That no physical segregation or other discrimination against any child will be made by the school because of this inability to pay the full price of the lunch, breakfast, or snack.
3. Comply fully with the policy for free and reduced price meals and after school snacks as approved by the Department.
4. Operate non-profit meal program(s) for the benefit of children, and ensure that all funds accruing from the operation of these programs will be used for the school food service program. Operating balance will be limited to a level consistent with program needs; and upon request by the Department the School Food Authority will explain the need for the higher level.
5. Accept and use in quantities as can be effectively utilized the commodities donated by the United States Department of Agriculture (USDA), and that such commodities will be used exclusively for the School Lunch Program, and further that such commodities will not be sold, exchanged, or hoarded.
6. Price the school lunch and breakfast each as a unit.
7. Maintain adequate facilities for storing, preparing, and serving food, and to ensure proper sanitation and health standards conforming to laws and regulations by the State Department of Health and Environmental Control.
8. Serve lunches, breakfasts, and snacks that meet the requirements for each program operated as prescribed by the USDA during a period designated as the meal period by the school. The proceeds from the sale of extra food items accrue to the School Food Service account.
9. Plan and implement a program of student and parent involvement in the school food service programs. All activities will be fully documented.
10. Comply with the rules and regulations promulgated by the USDA governing the sale of competitive foods.
11. Assure that income shall be used only for authorized purposes.
12. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price, and paid lunches, breakfasts, and snacks served to eligible children and establish a system for obtaining on a daily basis and accurate count of meals and snacks served by category, e.g., Free-Reduced-Paid at the point of service.
13. Require lunches, breakfasts, and snacks for teachers and all adults other than local cafeteria employees to be paid for by the individual or from sources other than school food service program funds. The Department establishes minimum adult prices each year to protect federal support received for student meals.
14. Comply with Section 210.19a Procurement Standards in establishing procedures for the procurement of supplies, including food, equipment, and other services with program funds.
15. Require school food service employees to attend professional improvement meetings called by the school food authority.
16. Complete claims review process and submit reports and claims for reimbursement in accordance with procedures established by the Department. Agree that the school food authority representative signing the claim is responsible for reviewing and analyzing meal counts to ensure accuracy.

17. Acknowledge that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension, or termination of the program and that if failure to submit claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in Part 210.5 of the regulations shall apply.
18. "The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directive and guidelines, to the effect that , no person shall, on the grounds of race, color, national origin, sex, age, or handicap be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from the Food and Nutrition Service; and hereby gives assurance that it will immediately takes measures necessary to effectuate this agreement.

By accepting this assurance, the program applicant agrees to compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to view such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the program applicant and its successors, transferees, and assignees, as long as they receive assistance or retain possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the program applicant."

### **The Department and The School Food Authority Mutually Agree That:**

1. The Application for Participation listing of schools (feeding sites) approved by the Department, shall be part of this Agreement.
2. Schools and/or sites may be added or deleted from the Application as need arises, and the references herein to the Agreement are deemed to include such schedule as supplemented and amended.
3. The Department shall promptly notify the School Food Authority of any changes in the minimum meal/snack requirements or the assigned rates of reimbursement.
4. This agreement may be terminated upon ten (10) days written notice on the part of either party hereto, and the Department may terminate this Agreement immediately after receipt of evidence that the terms and conditions of the Agreement have not been fully complied by the School Food Authority.

\_\_\_\_\_  
(School Food Authority Representative)

\_\_\_\_\_  
(Date)

#### **FOR STATE OFFICE USE ONLY**

##### **APPROVED:**

\_\_\_\_\_  
(Director, Office of School Food Services and Nutrition)

\_\_\_\_\_  
(Date)